

Judge	4818
Mag.	488D
Journal	
Issue	
Docketed	1w

IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION

03 MAY 22 PM 5:06

SOUTHERN DISTRICT OF OHIO  
WEST DIV CINCINNATI

FERNANDO TATIS  
Cote Des Neigs  
Montreal, Quebec  
Canada

Plaintiff,

vs.

U.S. BANCORP, d/b/a US Bank,  
as successor to FIRSTAR BANK, N.A.  
425 Walnut Street  
Cincinnati, Ohio 45202

Defendant.

Case No.

C-1-03 378

Judge

J. BECKWITH

Magistrate

A.J. SHERMAN

**COMPLAINT; JURY DEMAND**  
**ENDORSED HEREON**

The plaintiff, Fernando Tatis, through counsel and for his complaint against U.S. Bancorp as successor in interest to Firstar Bank, N.A., states the following:

**Parties, Jurisdiction and Venue**

1. At all material times the plaintiff Fernando Tatis ("Tatis") was and is a Major League professional baseball player with the Montreal Expos. He maintains a residence in Montreal, Canada, as well as the Dominican Republic and is sui juris. He is not a native of the United States and English has never been his primary language.

2. At all material times Firstar Bank was a federally regulated and licensed financial institution and, upon information and belief, was organized and existed under the laws of the State of Ohio. Upon further information and belief, Firstar was acquired by or merged with U.S. Bancorp. d/b/a US Bank. U.S. Bancorp, d/b/a US Bank, is the successor in interest to Firstar for all liability and damages alleged herein. U.S. Bancorp, d/b/a US Bank, is a federally regulated and licensed financial institution organized and existing under the laws of the State of Minnesota. Firstar and U.S.

Bancorp d/b/a US Bank are hereafter referred to collectively as "Firststar" or "defendant."

3. Tatis was a customer of Firststar and maintained accounts at Firststar's offices located at 425 Walnut Street, Cincinnati, Ohio 45202, as more fully described below.

4. The amount in controversy, exclusive of attorneys' fees, costs, or prejudgment interest, exceeds the sum of \$75,000.00.

5. This Court has subject matter jurisdiction pursuant to the diversity statute, 28 U.S.C. § 1332.

6. Venue is properly laid before this Court in that the plaintiff's accounts with Firststar and some or all of Firststar's conduct giving rise to this action, were located or occurred in Cincinnati, Ohio and within the Southern District of Ohio, Western Division.

**Facts Common to All Claims**

7. Firststar operated and promoted a special Professional Sports Division within the bank catering to the particular needs of high-income, frequent traveler professional athletes. Firststar's Professional Sports Division offered programs to athletes including managed checking and money market accounts, other investment accounts, linked overdraft protection, and other financial services. Firststar solicited these services to many professional baseball, basketball, and football players, including Tatis.

8. Prior to April, 2001, Tatis opened several different accounts with Firststar's Professional Sports Division, including both checking and investment fund personal services accounts, some held individually and others held jointly with his wife.

9. As part of the special services provided by Firststar to Tatis, the Professional Sports Division handled any monthly checking account reconciliation for Tatis. To do this, Firststar sent the

monthly checking account statements generated by one department of the bank, not to the customer Tatis, but instead to Firststar's Professional Sports Division in care of its Cincinnati-based Division Manager, J. Jonathan Hayes ("Hayes").

10. Hayes regularly conducted banking business with, and on behalf of, many athletes and their sports agents as a special service offered by Firststar. Hayes and his staff routinely received monthly bank statements on behalf of Firststar's Professional Sports Division account holders, including Tatis.

11. On or about April 4, 2001, Tatis opened as one of his several accounts with Firststar personal checking Account No. 792822785 ("the Tatis checking account"). The Tatis checking account was linked to other Tatis accounts to provide overdraft protection in the event of any checks being presented without sufficient funds in the account at the time of presentation. The Professional Sports Division held authority to make any transfers necessary from time to time for this overdraft protection purpose.

12. Firststar's Professional Sports Division and Hayes in Cincinnati were named as the addressee on the Tatis checking account for the mailing of the monthly statements. A true and correct copy of the account opening card for the Tatis checking account is attached as Exhibit A to this complaint.

13. Tatis was the sole party authorized to sign checks or withdrawals from the Tatis checking account. A true and accurate copy of Firststar's "authorized signature" card containing Tatis's signature and certifying that he was the sole authorized signer on the Tatis checking account is attached as Exhibit B to this complaint.

14. Coincident with the opening of the Tatis checking account and as is customary in the

banking industry, Firststar provided Tatis with several “starter” checks for his general use until an order of checks preprinted with his name and address could be created by Firststar’s check printing vendor and sent to Tatis at his Montreal residence.

15. Close in time to the opening of the Tatis checking account, Tatis began the 2001 Major League Baseball season with regular travel throughout the United States and Canadian cities where the Montreal Expos played, as well as to Latin America and those other places to which he and his family would travel from time to time.

16. Tatis wrote and signed the several starter checks as he traveled, which checks were duly negotiated, presented, and cleared by Firststar in the ordinary course of business.

17. Sometime thereafter, Firststar’s check printing vendor mailed one or more boxes of preprinted checks for the Tatis checking account to the Tatis residence in Montreal.

18. Unbeknownst to Tatis, a maintenance worker/handyman acquaintance of Tatis’s named Juan Carlos Ortiz Paredes (“Paredes”) was present at Tatis’s residence when the boxes of checks for the Firststar Tatis checking account arrived. Without Tatis’s knowledge, permission, acquiescence, or authority, Paredes took one or more boxes of checks and over the next several months, from August, 2001 until November, 2001, proceeded to write numerous checks made payable to various parties, including merchants, to the order of cash, and to Paredes himself. Paredes forged Tatis’s signature on all these checks, all without Tatis’s knowledge, permission, acquiescence or authority.

19. Firststar received for payment and accepted as authentic each of these forged checks as payor bank, and paid them from funds in Tatis’s checking and other accounts.

20. At various times throughout the Fall of 2001, Firststar made transfers of various sums

of money from Tatis's investment or other accounts into the Tatis checking account to cover overdrafts resulting from Firststar's honoring and clearing of the checks forged by Paredes.

21. Paredes wrote these checks in escalating frequency without regard to whatever account balances existed in Tatis's account. Firststar paid these checks by transferring large lump sums of money from time to time from Tatis's other accounts to cover overdrafts in the Tatis checking account created by Firststar's honoring and payment of the forged checks. But for these transfers of funds by Firststar, the majority of these checks would have been returned unpaid for insufficient funds.

22. From September 2001 until the Paredes forgeries were discovered in December, 2001, Firststar honored these forged checks with other Tatis funds and also charged the Tatis checking account or other related Tatis family accounts overdraft and other charges, in amounts totaling, as near as presently can be determined, in excess of \$125,000.00.

23. Paredes has admitted his forgeries and that he committed them without the knowledge, authorization or complicity of Tatis.

24. Tatis at no time ratified the unauthorized signature of Paredes on any such checks, and received no benefit from them.

25. Tatis acted with reasonable dispatch in timely reporting these forged checks and the account discrepancies to Firststar when such unauthorized use of the Tatis checking account was uncovered in or about December, 2001.

26. Tatis has made demand upon Firststar to credit his accounts with all sums charged against them relating to the forged checks that Firststar honored and paid, including the amounts of all forged checks; all overdraft, NSF, transfer, or other charges; as well as reimbursement for interest on all these sums, all of which Firststar has refused or failed to do.

27. All conditions precedent to the filing of this action have been performed, excused, satisfied, or waived.

**Count One - Breach of Contract**

28. Tatis incorporates each of the foregoing allegations as if fully restated herein.

29. As payor bank, Firststar had a contractual obligation to verify the authenticity of Tatis's signature on any and all checks presented against the Tatis checking account, and to take all necessary actions not to honor or otherwise debit the Tatis checking account for any checks bearing an unauthorized signature.

30. Firststar breached such contractual duties by honoring or otherwise accepting and clearing for debiting against the Tatis checking account, each and all those checks upon which Paredes had forged Tatis's signature or otherwise contained an unauthorized signature.

31. As a direct and proximate result of Firststar's breach of contract, Tatis has been damaged in an amount to be determined at trial, but in excess of \$125,000.00.

**Count Two - Negligence**

32. Tatis incorporates each of the foregoing allegations as if fully restated herein.

33. As payor bank, Firststar owed a duty of care towards Tatis to verify the authenticity of Tatis's signature on any and all checks presented against the Tatis checking account, and to take all necessary actions not to honor or otherwise debit the Tatis checking account for any checks bearing an unauthorized signature.

34. Firststar breached such duty of care by honoring or otherwise accepting and clearing for debiting against the Tatis checking account, each and all those checks upon which Paredes had forged Tatis's signature or otherwise contained an unauthorized signature.

35. Firststar's breach of such duty of care owed towards Tatis constitutes negligence.

36. As a direct and proximate result of Firststar's negligence, Tatis has been damaged in an amount to be determined at trial, but in excess of \$125,000.00.

**Count Three - Statutory Liability**

37. Tatis incorporates each of the foregoing allegations as if fully restated herein.

38. Pursuant to the Uniform Commercial Code as adopted in Ohio, and in particular pursuant to Ohio Revised Code §§ 1303.03.41(A), 1303.43, and 1304.30(A) and (B), Firststar is liable to Tatis for conversion and for wrongfully honoring any checks that did not bear his signature.

39. Tatis was not provided bank statements on a monthly basis as may have been routinely provided a typical checking account customer because of the manner in which Firststar's Professional Sports Division accounts were managed. Rather, the monthly statements were sent to Firststar's own agent and employee, Professional Sports Division Manager. Hayes, for review and reconciliation. Accordingly, Tatis was not in a position, nor under any duty, to more timely discover or report the unauthorized signatures on the checks forged by Paredes.

40. As a direct and proximate result of Firststar's breach of its statutory duties owed towards Tatis, Tatis has been damaged in an amount to be determined at trial, but in excess of \$125,000.00.

**Prayer for Relief**

WHEREFORE, the plaintiff Fernando Tatis demands relief against the defendant U.S. Bancorp, d/b/a US Bank, as successor to Firststar Bank, N.A., as follows:

1. An award of compensatory damages in an amount to be determined at trial, but in excess of \$125,000.00;

2. An award of prejudgment interest upon all amounts improperly paid out of or charged to Tatis's checking and other accounts; and

3. An award of costs and expenses of this action, including reasonable attorneys' fees, together with any and all other legal and equitable relief to which he may be entitled.

**Jury Demand**

The plaintiff hereby demands a jury trial upon all issues herein.

Respectfully submitted,



**Kenneth G. Hawley (0031772)**  
Trial Attorney for Plaintiff Fernando Tatis  
1400 Fourth and Race Tower  
105 West Fourth Street  
Cincinnati, Ohio 45202  
Ph: (513) 721-1405  
Fax: (513) 721-0519

**OF COUNSEL:**

Steven G. Schwartz, Esq.  
Schwartz & Horwitz  
3301 N. W. Boca Raton Blvd., Suite 200  
Boca Raton, Florida 33431  
Ph: (561) 395-4747  
Fax: (367) 1550



BANK N.A.		SOL		AC # 792822785	
NAME FERNANDO TATIS					
SS# 633-40-2247 DOB 1/01/2001 MOTHERS MAIDEN NAME UNKNOWN					
STREET ADDRESS C/O FIRSTAR PRO SPORTS- JON HAYES					
CITY CINCINNATI STATE OH ZIP 452020000 HOME PHONE 613-832-2999 ADDRESS VERIFIED <input type="checkbox"/>					
Own NO YEARS MORTGAGE HOLDER OR LANDHOLDER					
PREVIOUS ADDRESS (IF LESS THAN 3 YEARS) NO. YEARS					
ID TYPE STATE IDENTIFICATION					
EXP DATE CARD NO. CUSTOMER					
EMPLOYED BY N/A VERIFIED NO YEARS					
EMPLOYER ADDRESS BUSINESS PHONE					
SS# -00-0000 DOB MOTHERS MAIDEN NAME					
STREET ADDRESS					
CITY STATE ZIP HOME PHONE ADDRESS VERIFIED <input type="checkbox"/>					
Own NO YEARS MORTGAGE HOLDER OR LANDHOLDER					
PREVIOUS ADDRESS (IF LESS THAN 3 YEARS) NO. YEARS					
ID TYPE					
EXP DATE CARD NO.					
EMPLOYED BY VERIFIED NO YEARS					
EMPLOYER ADDRESS BUSINESS PHONE					
TYPE	BALANCE CHECKING	SIGNATURES	EXISTING	COURTESY	ISSUED NEW
OF		REQUIRED	CUST	CARD	ATM CARD
OWNERSHIP	Individual	LINE OF CREDIT			OFFICE 03049
CHEXSYSTEMS VERIF	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	RECORD	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	INITIAL	SS# ISSUE YEAR & STATE 1994 IN TX
AMOUNT OF INITIAL DEPOSIT	\$ 400.00	AMOUNT OF CHECK		BANK	
DATE OPENED	20010404	TIME OPENED	18:55	OPENED BY	BREHM DEBORAH

EXHIBIT "A"



THE BANK IS HEREBY AUTHORIZED TO RECOGNIZE THE SIGNATURE(S) SUBSCRIBED BELOW IN THE PAYMENT OF FUNDS OR IN TRANSACTION OF ANY BUSINESS FOR THIS ACCOUNT. ALL TRANSACTIONS SHALL BE GOVERNED BY APPLICABLE LAWS AND THE BANK'S TERMS (COPY ACKNOWLEDGED AS RECEIVED HEREWITH) THAT PERTAIN TO THE TYPE OF ACCOUNT AND STYLE OF OWNERSHIP INDICATED ON THIS CARD. UPON THE REQUEST OF THE BANK, ANY CONSUMER REPORTING AGENCY IS HEREBY INSTRUCTED TO FURNISH A CONSUMER REPORT RELATING TO THE UNDERSIGNED TO THE BANK. REFER TO RESOLUTION FILE FOR AUTHORIZATION OF SIGNATURES WHERE AUTHORIZATION IS REQUIRED.

<input checked="" type="checkbox"/> MR. <input type="checkbox"/> MRS.	<input type="checkbox"/> MS <input type="checkbox"/> MISS	ACCOUNT NAME 1	<i>Fernando Tatis</i>
<input type="checkbox"/> MR. <input type="checkbox"/> MRS.	<input type="checkbox"/> MS <input type="checkbox"/> MISS	ACCOUNT NAME 2	
<input type="checkbox"/> MR. <input type="checkbox"/> MRS.	<input type="checkbox"/> MS <input type="checkbox"/> MISS	ACCOUNT NAME 3	
<input type="checkbox"/> MR. <input type="checkbox"/> MRS.	<input type="checkbox"/> MS <input type="checkbox"/> MISS	ACCOUNT NAME 4	
<input type="checkbox"/> MR. <input type="checkbox"/> MRS.	<input type="checkbox"/> MS <input type="checkbox"/> MISS	ACCOUNT NAME 5	

REMARKS

Certification: Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and  
 (2) I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA), and payments other than interest and dividends).

Certification Instructions: You must certify this form for backup withholding if you have been notified by IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

Certification Signature: *Fernando Tatis*

478098 1288

EXHIBIT "B"

**CIVIL COVER SHEET - 1 - 03 378**

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

J. BECKWITH J. SHERMAN

**I. (a) PLAINTIFFS**

Fernando Tatis

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Montreal, CAN  
(EXCEPT IN U.S. PLAINTIFF CASES)

**DEFENDANTS**

U.S. Bancorp d/b/a US Bank,  
successor to Firstar Bank, N.A.

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT \_\_\_\_\_

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

See attachment

ATTORNEYS (IF KNOWN)

**II. BASIS OF JURISDICTION**

(PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES**

(For Diversity Cases Only)

(PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- |   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1            | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input checked="" type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT**

(PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input checked="" type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury — Med. Malpractice <input type="checkbox"/> 365 Personal Injury — Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent/Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>HABEAS CORPUS:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS — Third Party 26 USC 7609

**V. ORIGIN**

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify) \_\_\_\_\_
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

**VI. CAUSE OF ACTION**

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION  
☐ UNDER F.R.C.P. 23

DEMAND \$ 125,000  
 (in excess of)

CHECK YES only if demanded in complaint:  
 JURY DEMAND: ☒ YES ☐ NO

**VIII. RELATED CASE(S) (See instructions): IF ANY**

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_



U.S. DISTRICT OF OHIO  
100 EAST FIFTH STREET, ROOM # 324  
CINCINNATI, OHIO 45202

OFFICIAL BUSINESS

Thu May 22 16:30:06 2003

UNITED STATES DISTRICT COURT

CINCINNATI, OH

Receipt No. 100 419002  
Cashier swl

Check Number: 208

DD Code Div No  
4661 1

Sub Acct	Type	Tender	Amount
1:510000	N	2	90.00
2:086900	N	2	60.00

Total Amount \$ 150.00

KENNETH HAWLEY

FILING FEE C-1-03-378

Thu May 22 16:30:06 2003

Check No. 208  
Amount \$ 150.00  
Pay any Federal Reserve Bank or  
General Depository for credit to  
United States Treasury Symbol 4661